

Collective Bargaining Agreement
between the
RENTON SCHOOL DISTRICT
and the
SERVICE EMPLOYEES INTERNATIONAL
UNION, LOCAL 925

September 1, 2022-August 31, 2025

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**AGREEMENT BETWEEN RENTON SCHOOL DISTRICT NO. 403
AND
SERVICE EMPLOYEES INTERNATIONAL UNION, Local 925
September 1, 2022 – August 31, 2025**

THIS AGREEMENT is by and between the Renton School District No. 403 (**District**) and the Service Employees International Union Local 925 (**Union**), for the purpose of governing their labor relations by fixing the following scales of wages, schedules of hours, and conditions of employment for the custodians and grounds maintenance personnel employed by the District.

ARTICLE I UNION RIGHTS

1.1 Union Sole Bargaining Agent

- 1.1.1 The District agrees to recognize the Union as the sole bargaining agent for the custodians and grounds maintenance personnel within the classifications hereinafter mentioned and to deal with the representatives of the Union with respect to wages, hours and working conditions, and adjustment of grievances arising under this Agreement.

1.2 Dues Deduction

- 1.2.1 Upon receipt of an individually signed authorization card supplied by the Union to the employee, the District shall deduct from the pay of such employee the amount of dues as certified by the bargaining agent and shall transmit the same to the Union each month.

- 1.2.2 Monthly dues remittance list: The Union will notify the District within fourteen (14) work days of receipt of any new union memberships. Upon receipt of a signed authorization form provided by the Union, the District will process the amount of dues as certified by the Secretary of the Union and political action fund (COPE) deductions.

Each month the District shall provide the Union an electronic list in Excel format for all bargaining unit employees to include: First and last name, dues deduction amount, COPE deduction amount per pay period, gross wages, total hours paid, gross overtime pay, total overtime hours paid, last 4 digits of SSN and Name key identifier.

- 1.2.3 Such authorization will be continuous from one agreement to the next, except in the case of termination or resignation.
- 1.2.4 The Union will indemnify, defend and hold the District harmless against any claims made and any suits instituted against the District on account of any checkoff of Union dues. The Union agrees to refund to the District any amounts paid to it in error on account of the checkoff provision upon presentation of proper evidence thereof.

1.3 Pertinent Data

No later than October 1 of each year, the District shall provide the Union a seniority list of all bargaining unit employees to include the following, if available: First and last name, name key identifier, home address, home phone number, cell phone number, work email address, personal email address, date of birth, gender, race, last four digits of social security number, work location, shift, date of hire, classification, wage/salary, hours per week/month and full-time equivalency.

This list shall be updated within fourteen (14) work days of any changes to the above information.

1.4 Building Access

The Business Agent for the Union may have access to all buildings covered by this Agreement to discharge the Business Agent's duties as the representative of the Union; **PROVIDED**, the principal or the principal's representative is notified in advance, and **PROVIDED FURTHER**, that the employees are not disturbed in the performance of their duties.

1.5 Bulletin Boards

The District will make available suitable space at each school for the exclusive use of the Union for posting notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or any labor organizations among its employees.

1.6 District Mail

The Union shall have access to the District's employee mail boxes for notices of its meetings, elections, recreational and social affairs, reports of Union committees, and rulings and policies of the Union. Notices and announcements shall not contain anything political or reflecting upon the District, any of its employees or labor organizations among its employees. The Union agrees to make every attempt to assure that "bulk mailing" will be responsible and will reflect general standards of good taste.

1.7 District Buildings

The Union shall have access to District buildings and meeting rooms for the purpose of holding bargaining unit or committee meetings. There shall be no rental or service fee charged for weekday use of available facilities. Saturday or Sunday use of facilities will require a charge for an on-duty District employee.

1.8 Shop Stewards

1.8.1 The District agrees that the Union will be permitted to appoint shop stewards.

1.8.2 The duties of the shop steward shall not interfere with the regular work assigned to that individual by the District, **EXCEPT** that shop stewards shall be allowed to leave their place of work when authorized to do so by the Director of HR or the Custodian/Grounds Manager to be present with and represent any employee, at the employee's request, when the employee is being subject to disciplinary action, possible termination, or for grievance representation. The District and the Union share an interest in resolving disputes at the lowest possible level.

1.9 Orientations

The District shall provide a New Employee Orientation to all employees. The District shall provide employees in SEIU 925 represented positions a copy of this agreement.

Leaders and/or union staff shall have 30 minutes during the orientation to present information about the Union to new employees, answer questions, and enroll them in the Union, if the employee so desires. The Union's field organizer, designated employee leaders, and the Union's Member Resource Center shall receive a written, electronic schedule of the date, time, and place of orientations. A list of the newly hired SEIU represented employees will be sent the Friday prior to the orientation they have signed up for.

1.10 Committees

- 1.10.1 A negotiating Committee not to exceed six (6) persons may be selected by the Union, **PROVIDED** that observers and/or specialists may attend table negotiations from time to time.
- 1.10.2 The District will work with employees serving on the Negotiating Committee, the Safety Committee, and other committees to adjust, if it can be mutually determined appropriate, a shift change to facilitate committee members' participation.
- 1.10.3 Negotiation sessions shall be held at a time and place mutually agreed to by the District and the Union, including time outside of normal working hours, when necessary.
- 1.10.4 Employees acting as Union Representatives at meetings called by the District, other than negotiations sessions, shall be released from work duties with pay to attend when such meetings are held during normal working hours.
- 1.10.5 A committee of employees will be appointed by the District in an advisory capacity on trial and selection of new equipment and supplies as deemed appropriate by the District.
- 1.10.6 A union-designated safety representative shall serve on the District Safety Committee. Employees shall be encouraged to report safety concerns to the safety representative. Concerns brought to the attention of the Custodial and Grounds Manager or the Safety Committee by the safety representative will be responded to, and if brought to the Safety Committee, reported in the minutes so that the safety representative may report back to the originator of the complaint. Nothing in this section shall reduce the responsibility of each employee to report unsafe equipment, supplies, or conditions to the employee's immediate supervisor and/or the Custodian and Grounds Manager.

1.10.7 A Labor-Management Committee (LMC) shall be formed with three representatives selected by the Union and three representatives selected by the District. The subjects to be addressed by the committee shall be by mutual agreement. Meetings shall be at mutually agreeable times. Employees who are selected by the Union to serve on this labor-management committee shall be released from work duties with pay to attend when such meetings are held during normal working hours.

1.11 Maintenance of Present Wage and Working Conditions

1.11.1 Nothing in this Agreement shall lower the present working conditions or wage standard of any individual employee so long as the employee remains within the job classification in which the employee is now employed, but this provision shall apply only to the individual employee and not to the job classification.

1.11.2 This provision does not supersede the District's right to discharge, discipline or suspend an employee for just cause.

1.11.3 Reports of building inspections furnished to employees by the custodial manager shall provide space for employee comments or clarification of any item specified.

1.12 No Strike Pledge

The Union and the District agree that the public interest requires the efficient and uninterrupted performance of all classified employees, and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. During the term of this Agreement, the Union and/or the employees covered by this Agreement shall not cause or engage in any work stoppage or strike.

Notwithstanding the above paragraph, it shall not be a violation of this Agreement for an employee covered by this Agreement to refuse to cross a primary picket line established by a labor organization which holds a current labor agreement with the District and whose picket line has the approval of the King County Labor Council, AFL-CIO, provided:

- A. The purpose of the picketing is lawful and the picketing is conducted by a labor organization whose members are currently engaged in an economic strike;
- B. The picketing is not contrary to or in violation of any valid law;
- C. The picketing and/or refusal to cross said picket line does not endanger the health or safety of any individual;
- D. The District has been provided an opportunity to be heard before the full body of the Executive Board of the King County Labor Council;

- E. The District has been given written notice of the Council's sanction of said picketing.

ARTICLE II CONDITIONS OF EMPLOYMENT

2.1 Definition of Employees

- 2.1.1 **Employees:** For the purpose of this Agreement, “Employees” refers to all annual, daily and new custodians and grounds maintenance personnel.
- 2.1.2 **Annual Employee:** person employed for a specific number of hours per day for twelve (12) months.
- 2.1.3 **Daily Employee:** A person employed for a specific number of hours for less than twelve (12) months.
- 2.1.4 **New Employees:** Employees who have yet to satisfactorily complete their probationary period as cited in Section 2.4.
- 2.1.5 **Substitutes:** Persons hired as a temporary replacement to cover emergency situations or employee absences. Substitutes may not be hired in lieu of or to avoid the hiring of employees.

2.2 Substitutes

- 2.2.1 Substitutes as defined in Section 2.1.5 shall be covered by this Agreement. This shall include only those substitutes employed by the District who have worked for sixty (60) calendar days within the current school year or sixty (60) calendar days in the immediately preceding school year, and who continue to be available for work as substitutes. Substitutes may not combine days from two different school years to accumulate the sixty (60) calendar days required for representation and need not work a “new” sixty (60)-day period once representation is established for that year.
- 2.2.2 The minimum substitute pay rate shall be bargained and shown in Supplemental Appendix A. Any increases shall apply to all substitutes. Funding will be the responsibility of the District.
- 2.2.3 All provisions of this Agreement shall apply to substitutes **EXCEPT** Sections 2.5, 2.7, 2.8, 3.1, 3.2, 4.1, 4.2, 5.1.3, Section 6.1, and Article VIII beyond Step Two.
- 2.2.4 Substitute employees who will continue to be employed in such capacity will receive a notification of continued employment in June indicating continued employment for the next school year.
- 2.2.5 If a substitute has worked at least sixty (60) consecutive days in the position for which the substitute subsequently is selected for regular, continuing employment (not days in various positions), the substitute will be required to serve a thirty (30)- day probationary period (excluding June, July, and August).

- 2.2.6 Substitutes shall be evaluated at least once annually.
 - 2.2.7 Selection of candidates for regular positions shall be determined with consideration being given to length of work experience with the Renton School District, previous work experience, training, recommendations, and evaluations. Special consideration will be given to employees covered by this bargaining unit who are qualified for open positions and who complete timely application for open positions within the bargaining unit.
 - 2.2.8 Substitutes may not be hired in lieu of or to avoid the hiring of regular full-time employees or to avoid the assigning of work in a higher classification within the building to regular full-time employees, except by agreement of the affected employees. Notwithstanding this section, substitutes may be assigned work on Saturdays at their regular rate, or applicable overtime rate, only after regular employees have been offered the extra or over-time work.
- 2.3 Probationary Period (New Employees)
- 2.3.1 A probationary period for all new employees of ninety (90) working days will be required. For custodial employees only, July and August will be excluded from the probationary period.
 - 2.3.2 New employees during their probationary period may be terminated or may be demoted and/or involuntarily transferred in lieu of termination without right to review under the grievance provisions of this Agreement.
 - 2.3.3 New employees shall be entitled to all other provisions of this Agreement.
 - 2.3.4 New employees in their probationary period are not eligible for lateral transfer.
- 2.4 Work Week
- 2.4.1 A work week shall normally consist of five (5) consecutive eight (8) hour days to be completed in an eight and one-half (8½) hour period at one (1) work location on a Monday through Friday basis, **EXCEPT** under the following circumstances:
 - A. Employees assigned to the Stadium and Pool.
 - B. Emergency situations.
 - C. Employees assigned to a maximum of four (4) locations on a Monday through Friday basis; such employees shall be assigned eight (8) hour days to be completed in an eight and one-half (8½) hour period.
 - D. While stadium cleaning is normally bargaining unit work, the District may hire casual workers from time to time to clean the stadium following large events such as athletic and other special events after conferring

with the Union.

- 2.4.2 All full-time work shifts shall consist of eight and one-half (8½) hours, including a thirty (30) minute uninterrupted lunch period as near the middle of the shift as practicable.
 - 2.4.3 Employees requested to work during their lunch period shall receive a half (1/2) hour at overtime rates.
 - 2.4.4 Each employee shall receive a fifteen (15) minute first half and a fifteen (15) minute second half rest period, both of which rest periods shall occur as near the middle of each half shift as is practical.
 - 2.4.5 When a change of schedule is needed, every effort will be made to provide employees with five (5) working days' notice.
 - 2.4.6 Grounds employees are eligible to work four-ten (4-10) hour days for the summer shift commencing the first full work week after the July 4th holiday and ending the last full work week prior to the start of school. See departmental procedures for schedule details.
 - 2.4.7 Custodial employees are eligible to work four-ten (4-10) hour days for the summer shift, commencing the first full week after the July 4th holiday and ending the last full work week prior to the start of school, depending upon sufficient staffing for Monday through Friday building coverage.
- 2.5 Overtime
- 2.5.1 Any time worked in excess of eight (8) hours per day shall be compensated at one and one-half (1 ½) times the employee's base hourly rate, except for employees working approved four-ten (4-10) schedules.
 - 2.5.2 Hours worked in excess of forty (40) hours per week up to forty-eight (48) hours shall be compensated at one and one-half (1 ½) times the employee's base hourly rate.
 - 2.5.3 All hours in excess of forty-eight (48) hours per week shall be compensated at two (2) times the employee's base hourly rate.
 - 2.5.4 All hours worked on Saturday shall be compensated at one and one-half (1 ½) times the employee's base hourly rate **EXCEPT** employees regularly scheduled to work Saturdays at the Stadium and substitutes scheduled to work Saturdays pursuant to 2.2.8 above.
 - 2.5.5 All hours worked on Sunday shall be compensated at two (2) times the employee's base hourly rate.

- 2.5.6 In the event overtime is not an extension either at the beginning or end of a normal shift, the minimum pay shall be two (2) hours at the rate of time and one-half. A break of less than one-half (1/2) hour will be considered consecutive time to be compensated at the overtime rate.
- 2.5.7 When possible, overtime shall be assigned on a voluntary basis, with the regularly scheduled employees of a school/building having first option to work in their facility on a rotating basis; regularly scheduled employees at other facilities who have indicated their willingness to perform overtime work shall have a second option. Employees who wish to have the opportunity to perform overtime work shall sign up for the available overtime work with the Custodian/Grounds Manager not later than October 1 of each year or, in the case of new hires, at the completion of their probationary period. In emergency situations when an immediate custodial response is deemed necessary, the District will first call the building's day lead. If the day lead cannot be reached, then the District may utilize an automated calling system to notify all employees on the overtime list of the emergency overtime opportunity. Employees will have 10 minutes to respond prior to substitute custodians being contacted. The first in-building employee to respond will be awarded the overtime. If no in-building person responds, then the overtime will be awarded to the first person who responds.
- 2.5.8 Employees on light duty status will be excluded from working overtime if the required work exceeds the employee's doctor-imposed duty restrictions.
- 2.5.9 All time paid for shall be recognized as time worked for the purposes of computing overtime.
- 2.5.10 The District shall not make sporadic or temporary changes to an employee's schedule to avoid the payment of overtime.

2.6 Emergency Closure/Inclement Weather

In the event of a building/program/District closure due to emergency/inclement weather, buildings will be presumed to be open to employees unless notification is provided that employees should not report to work. The District will provide an alternative work location, if possible.

Employees are expected to report for work when possible. Employees should exercise appropriate judgment regarding their ability to report for work. Absences due to emergency closure/inclement weather will be considered excused absences. Employees do not report to work or report to work late, shall charge the time missed to appropriate leave or leave without pay. Appropriate leaves include, vacation, and emergency hardship leave. If legitimate need exists, as determined by the District, the supervisor may assign overtime in an effort to minimize any loss of pay.

The District shall identify and notify personnel considered to be essential personnel for purposes of responding to emergency closure(s) of buildings/program(s)/District. Such notification shall be made by November 1 of each year. Essential personnel reporting to work will be paid at one and one-half times their regular rate for all hours worked.

2.7 Call Back Service

2.7.1 Authorized call back service for employees will be paid at the overtime rate for not less than two (2) hours for any assignment, **EXCEPT** scheduled events, i.e. dances or athletic events (not weather conditions call backs) will be paid at the overtime rate for not less than three (3) hours for any such assignment.

2.7.2 Overtime required of an employee immediately before or after regular hours will not be covered by provisions of this section.

2.8 Dual Job Classification

2.8.1 An employee substituting temporarily for another employee and performing duties predominantly of a higher classification shall receive pay for the higher classification beginning with the first (1st) working day of the assignment, to include working a higher classification during the District's regularly scheduled, authorized K-12 summer school session. At a secondary school, if circumstances necessitate the absence of both the day and night lead, the District will designate an acting lead. The acting lead shall receive pay for the lead classification beginning with the first (1st) working day of the assignment. In circumstances where the grounds lead is absent, the District may designate an acting lead. The acting lead will receive a lead stipend beginning with the first (1st) working day of the assignment.

2.8.2 Employees assigned on a continuing basis to work at jobs in two (2) or more classifications shall receive the higher rate of pay.

2.8.3 Notwithstanding the provisions of 2.8.2 above, the District may employ an employee on a combination Custodial II/Grounds schedule paid at the established rate for time worked in each scheduled segment of the combination position.

2.9 Special Equipment

2.9.1 As determined by the District, employees will be supplied at District expense all necessary safety equipment, tools, and clothing including safety shoes and knee boots for the Grounds Department.

2.9.2 The District will provide each custodian employee shoes, up to \$250 (two hundred fifty dollars) annually, which are non-slip shoes.

2.9.3 Safety, non-slip shoe protection for custodians for stripping wax or applying solvents, and appropriate rain gear and rubber boots, shall be provided by

request to the Facilities Department. The District will assume responsibility for their maintenance and replacement.

2.9.4 The District will provide a back support to any employee who requests it, provided the employee has his or her physician's approval to wear such a support and the physician has determined how many hours and under what conditions such support should be worn.

2.9.5 Each employee shall receive a clothing allowance of four hundred dollars (\$400.00) annually on the September pay check. Employees hired after September 1 for each year will be eligible the following September.

2.10 Non-Discrimination

Renton School District does not discriminate in any programs or activities on the basis of sex, race, creed, religion, color, national origin, age, veteran or military status, sexual orientation, gender expression or identity, disability or the use of a trained dog guide or service animal and provides equal access to the Boy Scouts and other designated youth groups. The District and the Union agree that employment, promotions, demotions, layoffs, etc., shall be made without regard to race, color, creed, sex, sexual orientation, age, religion, or union membership.

2.11 Affirmative Action

The Union and the District recognize the requirements of the Civil Rights Act of 1964. The Affirmative Action Plan of the District is intended to achieve the equality in employment practices where it is lacking in compliance with the letter and spirit of the law.

2.12 Mileage

2.12.1 Employees authorized to use their own transportation on District business shall be reimbursed at the IRS rate per mile or the District-approved rate, whichever is greater. This rate will be adjusted to match any District-wide rate increase that occurs during the term of this Contract.

2.12.2 Employees assigned to more than one facility per shift shall be compensated for mileage between the facilities when they use their own personal vehicles at the IRS rate per mile or the District approved rate, whichever is greater. This rate will be adjusted to match any District-wide rate increase that occurs during the term of this Agreement.

2.12.3 Mileage reimbursement will be authorized for employees using their own personal vehicles to travel from their residence to work site on call back.

2.13 Training

In the mutual interests of the District and employees, the District shall budget funds for training and skill improvement relevant to the employee's current position. Activities may

be established for individuals, specific groups of individuals or for all employees covered by this Agreement. Such training or activity may be required or may be voluntary.

Examples of such training are safety, basic cleaning techniques, District policy, department procedures, pesticide class, plant identification and pruning techniques, boiler classes, HVAC, computer, and basic supervision. Specific topics or subjects for voluntary training will be mutually agreed to by the District and the Union.

Required or mutually agreed to custodial training shall be scheduled on non-student days and all work schedules will be adjusted to accommodate the training. Attendance is mandatory for required training and personal and vacation leave will not be authorized unless an exception is granted by the Assistant Superintendent for Human Resources.

The District will review the required training with the Union annually.

Voluntary or required training during the regularly scheduled work hours will be compensated at the employee's regular rate of pay. Required training during non-scheduled hours will be compensated at training rate (80 percent of regular rate of pay).

The District will budget a minimum of \$4,000 for each year of the Agreement for such training activities, which may include reimbursing employees for the cost of obtaining or maintaining a boiler license for employees who do not have a boiler license as a requirement of their assignment.

The District shall reimburse for the cost of any class or test necessary to maintain certification.

2.14 Administrative Channels

Traditional administrative channels may be used by employees who consider specifically assigned continuing tasks or duties to be outside their job description.

2.14.1 Employees may bring concerns regarding workload issues to the Facilities Manager who will have fifteen (15) working days to respond. If the employee is not satisfied with the Facilities Manager's response, they may request to have a formal meeting with the Facilities Manager and a Union Steward. The Facilities Manager will be ten (10) working days to respond, in writing, to the employee and Union Steward. If timelines in this paragraph are not met, the employee may file a Step 2 grievance.

ARTICLE III CHANGE OF STATUS

3.1 Seniority Rights

Seniority shall govern in all layoffs, re-employment of employees covered by this Agreement.

Seniority shall govern in all lateral transfers of custodians.

Job postings for promotional positions will include a date by which applications will no longer be reviewed.

For all Custodian III and Custodian IV vacancies, the top five (5) most senior internal candidates will be offered an interview. The interview teams for these positions will consist of equal numbers of Union representatives and District representatives (e.g. a four person interview team would consist of two Union representatives and two District representatives). Interviewees will be selected by a ranking system that determines merit/leadership among the interviewed candidates. The top candidate from that process will be selected for the position. If there is a tie, the hiring decision defaults to the most senior candidate among the tied candidates.

The parties agree to define merit/leadership in a more detailed way in a labor-management committee after ratification of this Agreement. Until the definition has been developed, the process for determining merit/leadership will continue as is.

The District will providing training on bias in the interview process for interview teams.

3.1.1 An employee's seniority shall be defined as an Employee's continuous length of service in the bargaining unit. Seniority shall begin from the employee's hire date within the bargaining unit.

Seniority shall govern in other promotions and lateral transfers **EXCEPT** in the case of an employee who has been suspended without pay for disciplinary reasons within eighteen (18) months or in the case of an employee who has two (2) warning notices in the employee personnel file at the time of application.

3.1.2 In the event of promotion, the employee shall be given a trial of not more than ninety (90) working days in the higher classification; **EXCEPT** those employees who are promoted to a Level III shall be given a trial of not more than 120 working days in the higher classification. Days of the trial period will not be counted during the months of July and August, **EXCEPT** for employees at the Stadium, or Grounds. Prior to ninety (90) working days that senior employee may be returned to the senior employee's former or a comparable position if the senior employee is not performing satisfactorily. The employee shall receive the higher rate of pay during the trial period. In circumstances where

the District has allowed the use of the ninety (90) working day trial period to obtain a boiler license, the District will extend the trial period an additional thirty (30) working days to allow an employee additional time to acquire a boiler license, if the employee is making satisfactory progress toward obtaining the boiler license. An employee who elects a lateral transfer during his or her trial period in the higher classification will undergo an additional thirty (30) working day trial period upon transfer to the new location.

- 3.1.3 Employees who transfer into a lateral or lower classification position must remain in that position for 60 working days before being eligible for another transfer.
- 3.1.4 Employees may apply for a promotion during a trial period as cited in Section 3.1.2.
- 3.1.5 If the senior employee is passed over for promotion or returned to the senior employee's former or a comparable position, the employee will receive, upon request, a written notification of the reasons for such actions.
- 3.1.6 In the event of a demotion due to building closure or other operational changes, seniority shall govern in determining retention of individual employees in position classifications. Least senior employees in affected position classifications will be temporarily demoted and will be paid the salary of the lower classification in which the demoted employee has sufficient seniority to be retained. Employees who have been demoted will be reassigned to the former classification as like positions are available. Seniority shall govern in these reassignments if two or more employees in the same classification have been demoted.
- 3.1.7 Layoffs will occur in direct reverse seniority.
- 3.1.8 Vacancies will be advertised as soon as possible but in no case later than ten (10) working days after they become vacant. Advertising will be on the district website for a minimum of five (5) working days. Posted positions will be filled as soon as possible, ideally within 45 working days, and, except in unusual circumstances, will be filled no later than twenty (20) working days after advertising closes.
- 3.1.9 For positions vacated due to an incomplete trial period, additional advertising is not required.
- 3.1.10 For the purposes of this section, seniority shall be defined as length of service (excluding substitutes) within a department (grounds or custodial) covered by this Agreement. An employee who transfers from one department to another covered by this Agreement shall retain seniority in the vacated department; however, the employee will not continue to accrue seniority in that department.

3.1.11 The following provisions apply to employees with assignments that require a boiler license:

3.1.11.1 A boiler license is not required upon hire, but must be obtained within 120 work days of the hire date. This deadline may be extended upon mutual agreement between the District and the Union due to extenuating circumstances. Extensions may only be agreed upon if the employee is actively working toward obtaining the license.

3.1.11.2 Employees who are unable to obtain the boiler license within 120 days from their hire (or other mutually agreed upon deadline pursuant to Section 3.1.10.1) will be returned to their previous position or a position as equivalent as possible to their previous position.

3.1.11.3 The District shall directly fund employees for the initial licensing requirements (which includes associated courses, books/materials for self-study, and testing fees for up to two attempts) for an employee to obtain their boiler license. If the employee doesn't complete the course as paid for, the employee will have to reimburse the District for the cost of the course.

3.1.12 Custodians in good standing without documented grounds experience shall be offered an interview if they possess a current WSDA Public Operator Pesticide License including Laws and Safety and Weed Control Certification. Custodians in good standing with documented grounds experience shall be offered an interview.

Current RSD Custodians who are hired into the Grounds Worker I position and successfully complete the 90-day probation period, may submit for reimbursement for the cost of the WSDA Public Operator Pesticide License including Laws and Safety and Weed Control Certification class and license.

3.1.13 The seniority rights of an employee shall be lost for the following reasons:

- A. Resignation;
- B. Discharge for justifiable cause;
- C. Retirement.

Seniority rights shall not be lost but shall not continue to accrue in the following circumstances resulting in absence from work;

- A. Military Leave (up to two [2] years);
- B. Layoff (up to two [2] years);
- C. Industrial injury (the second year; first year covered below);

- D. Change in general job classification within the bargaining unit, as herein provided;
- E. All authorized leaves except noted below.

Seniority rights shall continue to accrue in the following circumstances resulting in absence from work:

- A. Industrial injury (up to one year);
- B. Maternity leave (for period of disability);
- C. Authorized, paid absence (including, but not limited to, sick leave, emergency leave, vacations, and holidays).

3.2 Termination and Disciplinary Action

- 3.2.1 The District agrees to give each employee who has been on the payroll more than ninety (90) days at least two (2) weeks' notice of intended layoff, and each employee shall give the District at least two (2) weeks' notice of the employee's intention to quit. Failure of the employee to give such notice shall not constitute a breach of contract by the union.
- 3.2.2 The District shall give consideration to due process and progressive discipline in its discipline of employees covered by this Agreement. The parties agree that serious infractions such as theft, intoxication related to employment, drinking on the job, use of illegal/prohibited substances, sleeping on the job or reckless or unauthorized use of District vehicles may warrant immediate discharge or severe suspension. Although each personal situation merits individual investigation of the facts and circumstances, every effort will be made by the District to establish and maintain consistency and uniformity in discipline of employees.
- 3.2.3 Verbal Warnings and Letters of Direction may be used as a pre-cursor to formal discipline when appropriate. Progressive discipline includes written reprimand, suspension without pay, or termination.
- 3.2.4 Letters of Direction shall be issued to address concerns with employee conduct. Such issues may include, but are not limited to, attendance, failure to follow the direction of the supervisor or other manager, and unprofessional conduct, behavior, or communication.
- 3.2.5 Written reprimands shall be issued to address behavior(s) not corrected within fifteen (15) months of notice or if the infraction is sufficiently serious to warrant formal discipline. Written reprimands may be removed from personnel files fifteen (15) months from date of notice at the request of the employee.
- 3.2.6 Suspension. Should behavior previously addressed through a Letter of Reprimand reoccur within fifteen (15) months, the employee may be subject

to suspension. Serious infractions may warrant suspension without prior reprimand.

- 3.2.7 Termination. Should behavior related to the infractions addressed through suspension occur, the employee may be subject to discharge. Serious infractions may warrant discharge without prior suspension.
- 3.2.8 Corrective action documents involving serious misconduct (suspension or termination) shall not be subject to removal from the employee's personnel file unless the Union and District mutually agree, and retention of the documents is not required by law.
- 3.2.9 The federal laws and regulations related to Drug and Alcohol testing are incorporated in this contract.

**ARTICLE IV
VACATIONS AND HOLIDAYS**

4.1 Holidays

- 4.1.1 All employees will be paid their full prorated day's pay for each of the following holidays if the holiday falls during the employee's period of employment: Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving, the day before or after Christmas, Christmas Day, the day before or after New Year's Day, New Year's Day, the legally designated day for Presidents Day, the legally designated day for Martin Luther King, Jr.'s Birthday, Memorial Day, Juneteenth, the day after or before Independence Day, and Independence Day.
- 4.1.2 If a holiday falls on the weekend, the holiday will be designated and granted on the Friday preceding, or the Monday following said holiday.
- 4.1.3 The selection of the day before or the day after Christmas and New Year's shall be left to the District. The District shall select the same designated holidays for all employees on Independence Day unless the holiday is on Wednesday. In such instance, the District shall select the day before or after as needed. All other holidays are as designated.
- 4.1.4 If the employee fails to work the day before a holiday or the day after the employee will not receive pay for the holiday unless the employee is on approved vacation or is using other appropriate leave. If there is concern regarding the use of leave the day before or after a holiday, the District will initiate discussion with the employee and Union before a decision is made to deduct pay for the holiday.
- 4.1.5 Every employee who shall work on such holidays shall be paid for the hours worked on such holiday at two (2) times the rate applying for regular work day in addition to the above holiday pay, **PROVIDED** employees whose shift normally begins before midnight of the holiday shall complete the shift at regular pay.
- 4.1.6 If a holiday falls within an employee's vacation period the employee shall receive an extra day of paid vacation or be given an extra day off at the employee's discretion.

4.2 Vacations

- 4.2.1 Each annual employee will receive paid vacation based as follows:
 - 4.2.1.1 Ten (10) days annual vacation up to and including the fourth full year of employment computed at the rate of .83 vacation days per month for the first four (4) years worked.

- 4.2.1.2 Fifteen (15) days annual vacation beginning with the employee's fourth anniversary date of employment computed at the rate of 1.25 vacation days per month worked.
- 4.2.1.3 Twenty (20) days annual vacation beginning with the employee's ninth anniversary date of employment computed at the rate of 1.66 vacation days per month worked.
- 4.2.1.4 Twenty-three (23) days annual vacation beginning with the employee's fourteenth (14th) anniversary date of employment computed at the rate of 1.92 vacation days per month worked.
- 4.2.1.5 Twenty-seven (27) days annual vacation beginning with the employee's seventeenth (17th) anniversary date of employment computed at the rate of 2.25 vacation days per month worked.
- 4.2.2 The anniversary date for changes from one vacation rate above the next will be the employee's hiring date as an annual employee.
- 4.2.3 Each daily or part-time employee hired for one hundred eighty (180) calendar days or more will receive a prorated percentage of a vacation authorized annual employees.
- 4.2.4 Pro-ration of vacation for part-time employees is based on assigned hours per day. Assigned hours per day will be rounded to the nearest whole hour, with assignments of one-half (1/2) hours rounded up. Overtime will not be included in the vacation accrual calculations.
- 4.2.5 Vacation Scheduling

Employees shall submit requests for vacation at least two weeks in advance. Vacations will not normally be allowed the five (5) working days before schools starts and after school ends each year. Consideration for approval of requests will be based upon District needs. Requests will not be unreasonably denied. Exceptions may be granted upon request to and approval by the Assistant Superintendent for Human Resources.

In the event multiple requests for the same time period cannot be honored, approval will be based upon order in which the requests were received and then by seniority. Employees should not make travel or other plans which incur expense until approval is received.
- 4.2.6 Any employee leaving the employ of the District who has completed the probation period, will receive vacation on a prorated basis, not to exceed 280 hours, of the actual months of service. The employee will be allowed to use any vacation in excess of 280 hours by extending the date of separation.

- 4.2.7 Upon death of an employee in active service, prorated vacation pay, not to exceed 240 hours, will be made, upon request, to the estate of the deceased employee.
- 4.2.8 Employees who work a 260-day contract may cash out up to five (5) vacation days annually. Employees must notify the District in writing by March 15, and payment will be made in the April pay warrant.
- 4.2.9 An employee who has exhausted other applicable leave may request that earned vacation be allowed to cover absence beyond leave balance. Requests will be considered on an individual basis. It is understood that vacation is not to be used intermittently to cover normal illness or absence due to regular appointments.
- 4.2.10 Vacation accumulation shall be limited to 280 hours. In the case of serious illness or other unusual circumstance, the employee may request special consideration.

ARTICLE V LEAVES

The District complies with leave provisions under state and federal laws and regulations, as amended. See Washington Paid Family Leave Act, Federal Family and Medical Leave Act, with National Defense Authorization Act 2008 amendments, Military Spouse Leave of Absence and Domestic Violence Leave. Contact Human Resources for information and leave applications.

Requests for a leave for a period of illness, injury or disability shall be made in writing to Human Resources at least thirty (30) days prior to the start date of the foreseeable leave, and as early as possible in all other situations. If the start or end date of the anticipated leave changes, the employee shall notify HR as soon as is practicable.

5.1 Sick Leave

The parties recognize that regular attendance is important for the District to meet the needs of education and provision of services. Failure to utilize leaves appropriately may result in appropriate disciplinary action.

- 5.1.1 All annual employees shall receive sick leave at the rate of one (1) day per month worked. Daily employees will receive a prorated sick leave. Sick leave may be used by the employee to care for (a) a child of the employee with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency.
- 5.1.2 All employees will accumulate sick leave. Days used for emergency-hardship leave will be deducted from the employee's sick leave days' accumulation.
- 5.1.3 Substitutes will accrue paid sick leave pursuant to Washington State's Paid Sick Leave Law (RCW 49.46), which allows for one (1) hour paid sick leave for every forty (40) hours worked.
- 5.1.4 Sick leave compensation is granted under the conditions of current employment.
- 5.1.5 For each day's absence beyond accumulated sick leave days a deduction of the full day's salary shall be made.
- 5.1.6 Employees must notify the District of a foreseeable sick leave absence at least two (2) work days in advance, when possible.
- 5.1.7 A doctor's certificate may be required for absence lasting for more than five (5) days.
- 5.1.8 A school district Attendance Incentive Program will be provided eligible employees in the following manner:

- 5.1.8.1 In January of the year following any year in which a minimum of sixty (60) days of leave for illness or injury is accrued, and each January thereafter, any eligible employee may exercise an option to receive remuneration for unused leave for illness or injury accumulated in the previous year at a rate equal to one day's monetary compensation of the employee for each four (4) full days of accrued leave for illness or injury in excess of sixty (60) days. Leave for illness or injury for which compensation has been received shall be deducted from accrued leave for illness or injury at the rate of four (4) days for every one (1) day's monetary compensation. **PROVIDED**, that no employee may receive compensation under this section for any portion of leave or illness or injury accumulated at a rate in excess of one (1) day per month.
- 5.1.8.2 If the bargaining unit has not elected to participate in VEBA, then at the time of separation from school district employment due to retirement or death, an eligible employee or the employee's estate may, upon request, elect to receive remuneration at a rate equal to one day's current monetary compensation of the employee for each four full days accrued leave for illness or injury.
- 5.1.8.3 Should the legislature revoke any benefits granted under this section, no affected employee shall be entitled thereafter to receive such benefits as a matter of contractual right.

5.1.9 Enrollment in the Voluntary Employees Beneficiary Association (VEBA Trust)

- 5.1.9.1 The District has adopted the Voluntary Employees Beneficiary Association for Public Employees in the State of Washington (VEBA Trust) pursuant to RCW 28A.400.210. The District agrees to make post-separation contributions to the Plan on behalf of all employees in the bargaining unit who are eligible to participate in the Plan by reason of having accrued excess sick leave conversion rights at the time of retirement or eligible separation. Contributions on behalf of each eligible employee shall be based on the conversation value of sick leave days accrued by such employee available for contribution at retirement or separation in accordance with state and federal laws and the VEBA Trust and Plan.
- 5.1.9.2 It is understood that all eligible employees will be required to submit to the District a hold harmless agreement complying with RCW 28A.400.210 if the Union decides its members will participate in the Plan. If an eligible employee fails to sign and submit such an agreement to the District, they will not be permitted to participate in the Plan at any time during the term of this agreement, and any and all excess sick leave, which in the absence of this agreement

would accrue to such an employee during the term hereof shall be forfeited together with all cash conversion rights that pertain to such excess sick leave. For purposes of contributions to the Plan, all employees covered by this agreement who retire or have an eligible separation during the term hereof shall be eligible to convert all eligible, accumulated, unused sick leave into the Plan.

- 5.1.9.3 The VEBA Trust and the Plan may be renewed annually with the Trust. The Union must make an annual determination regarding contribution. Such determination will be made no later than September 1st of the current calendar year, with results communicated to the Assistant Superintendent of Human Resources (or their designee). Failure to approve a continuation of the Plan for the members will result in a statutorily allowed sick leave conversion to take place at retirement or eligible separation (see above, but funds cannot be submitted to the Plan for any member and distributed funds will be taxed accordingly prior to distribution).

5.1.10 Attendance Recognition

The parties agree to an attendance incentive program for the purpose of rewarding those regularly contracted employees who have excellent attendance, thus reducing costs associated with the hire of substitutes. The incentive will be paid for those who meet the program terms, as follows:

- 5.1.10.1 The incentive will be \$125 per month with no absences charged to the sick leave balance.
- 5.1.10.2 Authorized leave for jury duty, bereavement, military duty, vacation and personal leave will be excluded and not counted against the leave-time.
- 5.1.10.3 The incentive will be accrued each month and paid on a quarterly basis in December, March, June and September.
- 5.1.10.4 This program is available only to regular employees (not substitute or temporary employees).
- 5.1.10.5 Employees must be employed for the full month (from the first to the last day) to earn an attendance incentive in that month.

5.2 Leave Sharing

- 5.2.1 Employees of the Renton School District may participate in the Renton School District Leave Sharing Program. Under the provision of this program, the District shall receive and process requests noted herein.

- 5.2.2 An employee who donates leave must be in a position in which sick and/or vacation leave can be used and accrued.
- 5.2.2.1 An employee who has an accrued sick leave balance of more than twenty-two (22) days may request a transfer of a specified amount of sick leave to another employee. In no event may such an employee make a request that would result in his or her sick leave account going below one hundred seventy-six (176) hours.
- 5.2.2.2 An employee who accrues vacation leave and who has an accrued vacation leave balance of more than ten (10) days may instead, if he or she prefers, request a transfer of a specified amount of vacation leave to another employee. In no event may such an employee request a transfer that would result in his or her vacation leave account going below ten (10) days.
- 5.2.3 Employees volunteering to participate in this program will fill out a "Request to Transfer Sick/Vacation Leave" form and submit it to the District Business Office. Days shall be converted to hours.
- 5.2.4 An employee who receives leave must be in a position in which sick and/or vacation leave can be used and accrued. An employee shall be entitled to receive leave under this section if the employee suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature and which has caused, or is likely to cause, the employee to go on leave without pay status, or terminate employment. Such employee, or his or her legal representative, must submit, prior to approval or disapproval, documentation from a licensed physician or other authorized health care practitioner verifying the severe or extraordinary nature and expected duration of the condition.
- 5.2.5 An employee needing leave days shall submit a "Request to Receive Sick/Vacation Leave from Co-Workers" form to Human Resources. In the event the employee is unable to submit such written request, a designee may submit the request on behalf of the employee. Days shall be converted to hours.
- 5.2.6 An employee receiving such leave sharing transfer must have exhausted, or will shortly exhaust, his or her sick leave and/or vacation leave. The employee must have abided by District policies regarding the use of sick and/or vacation leave and must not be eligible for time loss compensation under Chapter 51.32 RCW.
- 5.2.7 The amount of leave which an employee may receive shall be based on employee request and/or his or her personal physician's judgment: **HOWEVER**, an employee shall not receive a total of more than one (1) contractual year's worth of leave or 260 days whichever is fewer. An employee who requests to receive sick or vacation leave must have a signed leave on file with Human Resources for a time period not less than the amount of leave transfer

requested.

- 5.2.8 While an employee is on leave, he or she shall receive the same treatment in respect to salary, wages, and employee benefits as the employee would normally receive if using accrued sick or vacation leave.
- 5.2.9 Transfer of leave shall not exceed the donating employee's requested amount.
- 5.2.10 All donated leave must be given voluntarily. No employee shall be coerced, threatened, intimidated, or financially induced into donating sick or vacation leave.
- 5.2.11 The "Request to Transfer Sick/Vacation Leave" forms shall be accepted by the District in the order received. When the maximum number of leave days is reached, the remaining forms shall be returned to the employees.
- 5.2.12 The value of the leave transferred shall be based upon the leave value of the person receiving the leave.
- 5.2.13 Any leave transferred which remains unused on August 31 of each year shall be returned at its original value to the employee or employees who donated the unused leave.

5.3 Bereavement Leave

- 5.3.1 Up to and including five (5) days leave with pay shall be allowed for bereavement leave for each occurrence of a death in the employee's immediate family, or the immediate family of the employee's spouse/domestic partner, which includes spouse, children, parents, siblings, grandchildren, grandparents, aunts, uncles, nieces/nephews, loss of pregnancy, or anyone living with or considered part of the family.
- 5.3.2 An additional two (2) days leave with pay for out of state travel may be approved by the Assistant Superintendent of Human Resources upon request by the employee. Extenuating circumstances which require an exception may be approved by the Assistant Superintendent of Human Resources.
- 5.3.3 Upon the third request for bereavement leave in a work year, any additional bereavement leave will require proof of death prior to approval.

5.4 Emergency-Hardship Leave

- 5.4.1 Three (3) days emergency leave per year, non-cumulative year to year, will be available upon request of each employee without loss of pay (deductible from annual sick leave). Upon written request to the Office of the Superintendent, employees may be granted additional Emergency leave days with pay.

Additional days will be granted: (1) if the situation is as defined in this section;

(2) if the employee has sufficient sick leave balance to cover the requested days; and (3) if such request is timely and follows the regularly established absence reporting procedures.

5.4.2 The reason(s) for usage must be emergency-hardship situations, either suddenly precipitated or of such a nature that pre-planning or rescheduling is not possible, or where pre-planning or rescheduling could not relieve the necessity for the absence.

5.4.3 Emergency-hardship leave may not be taken the day before or the day after a holiday, or in any combination for the purposes of extending vacations. A special review will be made by Human Resources of any written requests for emergency-hardship leave on the days noted above. If the facts presented in the written request meet the criteria and standards for emergency-hardship leave, Human Resources will approve the leave.

5.4.4 This leave may be used for any personal reasons of an emergency-hardship nature, including illness or injury in the family except as provided in Section 5.1.1, funeral of friends and legal or personal affairs which cannot be schedule outside the normal working day.

5.4.5 Emergency-hardship leave for purposes of illness in the immediate family, legal affairs, business affairs and/or funerals not covered by bereavement leave should be cleared through the department supervisor and then reported on the usual absentee report.

5.4.6 Emergency-hardship leave for other or unusual circumstances should be reported on the usual absentee report for final payroll approval by Human Resources.

5.5 General Leave

5.5.1 Upon recommendation of the Superintendent, leave of absence may be granted to any employee for such things as: (a) illness; (b) family emergency; (c) maternity; (d) education; (e) or other purposes deemed appropriate by the Superintendent.

5.5.2 The leave of absence of any employee on leave for reasons other than military service will terminate at the end of the school year in which no service has been rendered.

5.5.3 **EXCEPT** for military service, there shall be no other employment while on leave without prior approval of the Superintendent.

5.5.4 The District is obligated to state in writing the terms of the leave of absence.

5.5.5 The District agrees to re-employ the employee upon written request to a position occupied prior to the absence or to a position substantially equal in

duty and compensation.

All staff reduction policies and reassignment provisions applied for the period of the leave will be equally applicable to the employee while on leave.

The employee will contact Human Resources, in writing, not later than two (2) weeks prior to the time they propose to return to work and will indicate their ability to return to work.

- 5.5.6 Employee benefits earned prior to a leave of absence will be reinstated and/or maintained upon re-employment. Employees will not earn seniority while on leave, EXCEPT as provided in Section 3.1.11, but shall retain all seniority earned prior to the commencement of the leave of absence.

5.6 Legal and Military Service Leave

- 5.6.1 Subject to the approval of the Superintendent or his designated representative, absence will be approved when the interest of the District is served, for jury duty, or subpoena and military reserve commitments.

- 5.6.2 An employee who is away from work duties because of jury duty shall be paid for such time lost at the employee's normal rate of pay. The District will be reimbursed by the employee the amount of jury duty fees paid less any mileage and/or jury duty related expenses paid. The employee shall furnish the Superintendent or designee with a written statement from the Court or a personal notarized letter showing the days of jury duty and the amount of jury duty fee the employee received.

An employee who is excused from jury duty less than four (4) hours after the employee's jury reporting time shall notify their immediate supervisor. The employee may be required to report to work if there are at least four (4) hours remaining in the employee's regularly scheduled work day; **PROVIDED**, the employee shall have at least twelve (12) hours off duty between the completion of the scheduled day's assignment and reporting back to jury duty.

In the event the employee must change clothes before reporting to work, the employee and the supervisor shall agree on a reasonable reporting time.

- 5.6.3 An employee will be granted subpoena leave as may be required by the subpoena and shall be paid the employee's regular salary less any compensation received for the employee's services, excluding transportation and per diem expenses in all cases including when the District subpoenas the employee. Payment will not be made when the employee, the Union or fellow employee is the plaintiff or defendant in such action and such action is against the District.

This exception shall not apply when the employee is named a plaintiff or defendant while in the performance of the employee's duties.

The Superintendent or designee may extend the definition and intent of the subpoena leave policy on an individual basis, in consultation with the Union President.

5.6.4 Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding fifteen (15) days during each fiscal year.

5.6.5 Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during non-contract days.

5.6.6 When military leave is granted, the employee shall receive his or her regular pay from the District.

5.7 Personal Leave

5.7.1 At the beginning of each school year each employee will be credited with two (2) days non-accumulative leave, which may be used for the employee's personal convenience. Employees may use this leave for a purpose they believe to be sufficient to warrant their absence from their assigned responsibilities.

5.7.2 A personal leave day may be used at the discretion of the employee except the day or days requested may not be used to extend vacation periods or holidays during the employee's work year or the week preceding opening and following closing of school and the winter break. In addition, employees are urged to not use this leave for days in which their presence on the job, rather than a substitute, is especially critical to the successful functioning of their office, department or program. Requests for special consideration for usage of days noted herein will be considered if they are received by the Office of the Assistant Superintendent of Human Resources at least five (5) days prior to the day being requested. The Office of the Assistant Superintendent of Human Resources will consider determining whether the day in question will be granted. The general criteria for such exception will be whether supporting reasons indicate a serious need worthy of granting release from contractual responsibilities.

5.7.3 An employee planning to use a personal leave day or days will normally notify their supervisor at least two (2) days in advance. Personal days shall be paid by the district at no cost to the employee.

5.8 Adoption Leave

Upon request, an employee will be granted two (2) days leave for adoption. Such leave will be deducted from the employee's sick leave/emergency leave balance or may be authorized and granted without pay, if the employee requests.

5.9 Union Business Leave

In order to accomplish the purposes of RCW 41.56, up to a maximum of ten (10) days of leave of absence with pay shall be provided annually to employees elected or appointed to office in Local 925. Employees shall be released from regular assigned duties under the following provisions:

- A. That such release time, for not less than one-half day, is requested in writing to the Superintendent by the employee and the Union, with a copy to the employee's immediate supervisor.
- B. That the Union reimburse the District for the normal cost of a substitute for the absent employee within thirty (30) days after billing.
- C. That the written request will be made by the employee and the Union at least three (3) days prior to the requested leave to give maximum advance notification to the District when released time is needed.

5.10 Family and Medical Leave Act (FMLA)

5.10.1 An eligible employee may request up to twelve (12) work weeks of family and medical leave during any twelve (12) month period. An eligible employee is one who was employed by the District for at least 1,250 hours of service during the previous 52 weeks, excluding authorized leave or periods of time in which persons do not report to work but have a continuing employment relationship and do not collect unemployment benefits.

5.10.2 The family leave may be taken for one or more of the following reasons:

- A. The birth of a son or daughter or placement of a son or daughter with the employee for adoption or foster care;
- B. To care for a spouse, son, daughter, or parent who has a serious health condition;
- C. For a serious health condition that makes the employee unable to perform the essential functions of his or her job; or
- D. For any qualifying exigency arising out of the fact that a spouse, son, daughter, or parent is a military member on covered active duty or call to covered active duty status.

Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement. Intermittent leave may be permitted under the FMLA under certain circumstances. Contact Human Resources for information and leave application.

5.11 Paid Family Medical Leave Act

Paid Family and Medical Leave (PFMLA) is a statewide insurance program administered by the Employment Security Department and is separate from the Federal Family and Medical leave Act (FMLA). The District will pay for the employer share of the premium and the employees share of the premium.

5.12 Domestic Violence

Per RCW 49.76, Domestic Violence Leave Law and District Policy, employees may take Domestic Violence leave. Those interested in obtaining confidential support regarding this leave should contact the Human Resources office directly.

ARTICLE VI HEALTH AND WELFARE

6.1 Health and Welfare Benefits

The District will be required to provide health insurance and other benefits including, but not limited to, Dependent Care Assistance Program, life insurance, and accidental death and dismemberment insurance, long-term disability insurance and Medical Flexible Spending Arrangement to all employees through the School Employee Benefits Board (SEBB). The District will comply with the SEBB requirements as set out in state law and Health Care Authority (HCA) rules and regulations. These include, but are not limited to, the following: Eligibility requirements, Plan offerings, premium rates, employee contributions and district payments for employer contributions.

6.2 Retirement

- 6.2.1 All employees covered by this Agreement shall be members of the Public Employees Retirement System, or School Employees Retirement System, as required by law.
- 6.2.2 The bookkeeping cost of membership in this retirement system shall be borne by the District.

6.3 Workers' Compensation

- 6.3.1 The District is a self-insured employer and pays all costs of industrial insurance, including compensation payments and medical costs in compliance with the terms of the Industrial Insurance Laws of the State of Washington. The basic concept is that an employee must be paid compensation when the time lost as a result of an on-the-job injury or illness will result in loss of income.
- 6.3.2 When injured on the job, the employee shall promptly complete a Self-Insurer Accident Report claim form with the assistance of the supervisor of the work location where the injury occurred, in accordance with District and State insurance procedures. The employee must take the Providers Initial Report to the physician who treats the employee for the injury. A worker is entitled to workers' compensation if the employee has sought medical attention and is not cleared by a physician to return to work within three (3) calendar days following an on-the-job injury or illness.
- 6.3.3 In addition to the minimum compensation required by law, the District will pay the employee's regular wages on the day of the injury and the three (3) days following the injury. The District will continue to pay the injured employee full wages for sixty (60) days following the on-the-job injury by paying the employee the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned.

- 6.3.4 Sixty-one (61) days following the original injury, the employee still receiving workers' compensation may elect to:
- A. Receive workers' compensation only in compliance with Industrial Insurance Laws of the State of Washington OR
 - B. Use any accumulated sick leave. The District shall pay the employee an amount equal to the difference between the Time Loss Compensation Rate, reported by the Department of Labor and Industries as a percent, and the amount the employee would have normally earned, to the limit of accumulated Sick Leave. A deduction shall be made from the employee's accumulated sick leave proportionate to the percent of time-loss paid to the employee by the District in excess of Washington State Industrial Insurance Law payments. In the event of any overpayment, the District shall make a correction thereof on a reasonable basis. After the exhaustion of accumulated sick leave, the employee will remain eligible for workers' compensation under the provisions of the Industrial Insurance Laws of the State of Washington.
- 6.3.5 The employee must notify Human Resources of any absences beyond the day the injury occurred.
- 6.3.6 The employee must have a physician's written authorization to return to work and shall return to regular duty when authorized to do so by a physician. The employee will return to a light duty position as authorized by a physician and when a light duty position is available.
- 6.3.7 The District reserves the right to assign an alternate work assignment in coordination with and on the approval of the individual's physician or a District selected physician in cases of partial or temporary disability.
- 6.3.8 After sixty (60) days the District reserves the right to require independent medical evaluations by physicians of the District's choice and at the District's expense for employees claiming on-the-job injury.
- 6.3.9 Until the employee qualifies for a disability under the Industrial Insurance Laws of the State of Washington or for up to one (1) year following the date of the injury, whichever is first, the employee will remain eligible for District benefits with eligibility for insurance benefits being contingent upon insurance policy provisions.
- 6.3.10 Absence from work for medical treatment only does not qualify for compensation under the Industrial Insurance Laws of the State of Washington. The District will pay employees their regular wages for absence due to medical treatment during the first sixty (60) days. Employees may use accumulated sick leave to cover absences for medical treatment after the first sixty (60) days following the day of the on-the-job injury. The District will pay all medical costs

covered by the provisions of the law.

6.4 Annuities

The District shall, upon receipt of written authorization from an employee, and provided five (5) or more employees have previously made the same request, deduct from the employee's salary and make appropriate remittance for a tax-sheltered annuity chosen by the employee. If the number of employees participating in a TSA plan newly authorized pursuant to this provision at any time drops in number of employees to below five (5), the District may exercise the option to discontinue the deduction privilege.

ARTICLE VII
SALARIES

- 7.1 All employees shall be paid according to their proper classification step and conditions as set forth in Appendix "A".
- 7.2 Wages for the 2024-2025 work year will be increased by the state funded inflationary increase or two percent (2%), whichever is higher.
- 7.3 All employees who complete their 2022-2023 work year will receive a one-time retention bonus of \$500, paid out upon completion of the 2022-2023 work year. The bonus will be prorated for any employee who started mid-year and/or took unpaid leave during the work year.

ARTICLE VIII GRIEVANCE PROCEDURES

8.1 Scope

The purpose of this Article is to provide for a mutually acceptable method of prompt and equitable settlement of employee grievances and disputes over:

8.1.1 The interpretation and application of this Agreement.

8.1.2 The interpretation and application of specific written District Policy, Rule, or Regulations.

8.1.3 Grievance Defined

A grievance is an alleged violation or misapplication of a specific article or section of this Agreement or an alleged violation or misapplication of a specific written District Policy, Rule, or Regulation.

8.1.4 Resolutions

Employees may request confirmation and/or signature by appropriate Union officials prior to the implementation of grievance resolution.

8.1.5 Time Limits

The Union and the District may mutually agree in writing to extend the time limits at any one of the steps.

8.2 Grievance Steps

8.2.1 Informal Step

The employee's concerns will be presented verbally by the employee to the immediate supervisor within ten (10) working days of the date that the employee first had actual knowledge of the grievable act. The employee may have Union representation present at the meeting at his or her discretion. Every effort shall be made by all concerned in an informal manner to develop an understanding of the facts and the issues in order to create a climate which will lead to resolution of the problem. Resolution(s) resulting from these discussion(s) are not necessarily precedential in nature. If the employee is not satisfied with the informal discussion(s) relative to the matter in question, the employee may proceed to the formal grievance procedure Step One. This Informal Step does not apply to the Union as an individual grievant.

8.2.2 Step One

An employee or the Union shall commence the grievance procedure by filing a written grievance with the appropriate supervisor. A written grievance must be submitted within ten (10) working days of the conclusion of the Informal Step described in 8.2.1 above, and must contain, at a minimum, the following data:

- A. The nature of the grievance;
- B. The sections of the Agreement or District Rule/Policy allegedly violated;
- C. The specific remedy sought.

Grievances must be signed and dated by the grievant. Within fifteen (15) working days of receipt of the written grievance, the immediate supervisor shall provide the grievant with a written answer.

8.2.3 Step Two

If the grievance is not resolved to the grievant's satisfaction at Step One, the grievant may, within fifteen (15) working days after the last day the immediate supervisor has to respond in Step One, submit his grievance to the Superintendent or his designee. Within fifteen (15) working days of the receipt of the written grievance, the Superintendent or his designee shall conduct a hearing to investigate and review the grievance. If the grievance involves a charge of discrimination, the Superintendent may extend the timelines at this level up to fifteen (15) working days. Both the grievant and the Union shall be notified of the date, time, and place of the hearing. The employee shall be entitled to Union representation at the hearing. Within fifteen (15) working days after the hearing, the Superintendent or his designee shall provide the grievant with a written answer and explanation thereof, based on the data gathered at that hearing.

8.2.4 Step Three

If the grievant is not satisfied with the resolution at Step Two, the grievant may, within fifteen (15) working days after the last day the Superintendent or his designee has to provide the grievant with a written answer in Step Two, submit a written request to the Union that the grievance proceed to arbitration. Within fifteen (15) working days of receipt of the grievant's written request, the Union shall notify the grievant of its decision as to the validity of the grievance at that point and as to whether or not the Union will proceed with the grievance to arbitration. If the decision is not to proceed, then the grievant may not independently file for arbitration of the grievance

pursuant to step Four-A. If the Union determines the grievance to be valid and it decides to proceed, then the Union shall assist the grievant in pursuing the grievance through arbitration, pursuant to Step Four-A.

8.2.5 Step Four-A

If the grievance is not resolved at Step Three, The Union may, within fifteen (15) working days after receipt of the written response from Step Three, submit the grievance to the Public Employment Relations Commission for arbitration under their rules and within the following guidelines:

- 8.2.5.1 The arbitrator shall limit its decision strictly to disputes involving the application, interpretation, or alleged violation of specific articles and/or sections of this Agreement.
- 8.2.5.2 There shall be no appeal from the Arbitrator's decision if within the scope of the Arbitrator's authority. It shall be final and binding on the Union, the employee(s) involved, and the District.
- 8.2.5.3 The necessary fees and expenses of the Arbitrator shall be borne by the losing party. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.
- 8.2.5.4 The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the Arbitrator as delineated in Section 8.2.5.1.

8.2.6 Step Four-B

If the grievant is not satisfied with the resolution at Step Three, and the Union believes the grievance to be valid, and provided that the grievance has to do with an alleged violation or misapplication of a specific written District Policy, Rule, or Regulation, the employee may, within fifteen (15) calendar days of receipt of the written response from Step Three, request a meeting with the Board for the purpose of resolving the grievance in accordance with the following:

- 8.2.6.1 The Board may employ a Hearing Officer to hear the case in its stead.
- 8.2.6.2 The Board may hear the case itself.
- 8.2.6.3 The Secretary of the Board shall schedule a hearing date to take place within fifteen (15) days receipt of the request.

- 8.2.6.4 The grievant shall be notified of said hearing at least five (5) days prior to the set date.
 - 8.2.6.5 The Secretary of the Board shall, within fifteen (15) days after the conclusion of the hearing, submit the findings and recommendations to the grievant and the employee Union if appropriate.
- 8.2.7 The grievance or arbitration discussions shall take place whenever possible on school time. The District shall not discriminate against any individual employee or the Union for taking action under this Article.

**ARTICLE IX
MANAGEMENT RIGHTS**

9.1 Recognition

- 9.1.1 The Union recognizes the District's inherent and traditional right to manage its business, as has been its practice in the past.
- 9.1.2 The Union recognizes the right of the District to hire, suspend, transfer, promote, demote or discipline employees and to maintain the discipline and efficiency of its employees; the right (which shall be exercised as provided in the paragraph hereof relating to termination of employment) to layoff, terminate and otherwise relieve employees from duty because of lack of work for them to do, or for other reasons set forth in this Agreement; the right to establish and change work schedules and assignments and to eliminate, change or consolidate jobs; the right to direct the methods and processes of doing work and to introduce new improved work methods or equipment, and to assign work to outside contractors; the right to determine the starting time and quitting time and the number of hours to be worked; and the right to make and amend such reasonable rules and regulations as it may deem necessary for the conduct of its business, and to require their observance.
- 9.1.3 The exercise of the District's rights stated herein is an exclusive function of Management.
- 9.1.4 The exercise of the Management Rights herein does not modify the employee's right to appeal through the grievance procedure as set forth in the Agreement when, in the opinion of the Union, such exercise violates the letter and intent of the Agreement.

ARTICLE X
CONDITIONS OF AGREEMENT

10.1 Severability

10.1.1 In the event that any provision of this Agreement shall, at any time, be declared invalid by any court of competent jurisdiction or through government regulations or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

10.2 Successors

10.2.1 In the event the District shall, by merger, consolidation, sale of assets, lease, franchise or by any other means enter into an agreement with another school district which, in whole or in part, affects the existing appropriate collective bargaining unit, then such successor school district shall be bound by each and every provision of the Agreement.

10.2.2 The District shall have an affirmative duty to call this provision of the Agreement to the attention of any school district or individual with which it seeks to make such an agreement as outlined in Section 10.2.1.

10.3 Termination

10.3.1 The term of this Agreement shall be September 1, 2022 through August 31, 2025.

This Agreement shall not be modified without the consent of both parties and shall remain in effect through August 31, 2025; This Agreement shall be reopened as necessary to consider the impact of legislative action which may affect the terms and conditions herein. All Agreement modifications will be in conformance with State legislative action and the attending WAC's and if found not in conformance by SPI or other government regulatory agencies or a court of law the provisions in question shall be deemed invalid and proper modifications and necessary adjustments shall be made to bring the District into conformance. Also, collective bargaining may be initiated at the request of either party to adjust, where necessary, agreement language to reflect the adjustments that have been necessary to bring the District into compliance with the law.

SIGNATURE PAGE

Signed this

For the District

Damien Pattenau

Tom Poulos

Emily Ganyo

Chris Dillon

Todd Simonton

SERVICE EMPLOYEES
INTERNATIONAL UNION,
RENTON CHAPTER, LOCAL 925

Gary Stallman

Chris Larson

Luin E Vadney

Rachel Hine

Guy Holcomb

Rosie Zanto

Ed Washington

APPENDIX A

RENTON SCHOOL DISTRICT NO.403

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) SALARY SCHEDULE

Effective: September 1, 2022

CUSTODIAL	HOURLY
Custodian I	\$26.73
Custodian II	\$27.26
Custodian III	\$29.26
Custodian IV	\$31.97

GROUND	HOURLY
Grounds Worker	\$34.28
Equipment Operator	\$36.07
Grounds Lead	\$43.57

Custodial Notes:

1. Substitute Custodian I pay will be \$3 less than Custodian I pay.
2. Substitute Custodian II pay will be \$2 less than Custodian I pay.
3. Substitute Custodian II pay will be offered to all substitutes with five (5) years of K-12 school district experience.

Boiler Operator Premium Pay:

- Custodian II, III and IV: Premium pay of eighty-nine dollars (\$89.00) per month will be paid to employees who have assigned responsibility for a boiler system and hold a current boiler license.
- District employees who are required to maintain a boiler license will be responsible for renewing their license within the appropriate time period.
- Upon receiving the renewed license, the employee is to submit one (1) copy to the Human Resources Office and one (1) copy to the District Maintenance Department.

Grounds Notes:

1. Any Grounds Worker performing Equipment Operator work will be paid at the Equipment Operator rate.
2. Substitute Grounds Workers will be paid \$2 less than Grounds Worker pay.

Longevity:

- Any employee who has between 5 and 9 years of seniority on September 1st shall receive an annual longevity stipend of .5%
- Any employee who has between 10 and 14 years of seniority on September 1st shall receive an annual longevity stipend of 1.5%.
- Any employee who has between 15 and 19 years of seniority on September 1st shall receive an annual longevity stipend of 2.0%.
- Any employee who has between 20 and 24 years of seniority on September 1st shall receive an annual longevity stipend of 2.5%.
- Any employee who has between 25 years or more of seniority on September 1st shall receive an annual longevity stipend of 3.0%.

Board Approved:

RENTON SCHOOL DISTRICT NO.403

SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU) SALARY SCHEDULE

Effective: September 1, 2023

CUSTODIAL	HOURLY
Custodian I	\$27.93
Custodian II	\$28.49
Custodian III	\$30.58
Custodian IV	\$33.41

GROUND	HOURLY
Grounds Worker	\$35.82
Equipment Operator	\$37.69
Grounds Lead	\$45.53

Custodial Notes:

1. 4.5% base salary increase from 2022-2023.
2. Substitute Custodian I pay will be \$3 less than Custodian I pay.
3. Substitute Custodian II pay will be \$2 less than Custodian I pay.
4. Substitute Custodian II pay will be offered to all substitutes with five (5) years of K-12 school district experience.

Boiler Operator Premium Pay:

- Custodian II, III and IV: Premium pay of eighty-nine dollars (\$89.00) per month will be paid to employees who have assigned responsibility for a boiler system and hold a current boiler license.
- District employees who are required to maintain a boiler license will be responsible for renewing their license within the appropriate time period.
- Upon receiving the renewed license, the employee is to submit one (1) copy to the Human Resources Office and one (1) copy to the District Maintenance Department.

Grounds Notes:

1. 4.5% base salary increase from 2022-2023.
2. Any Grounds Worker performing Equipment Operator work will be paid at the Equipment Operator rate.
3. Substitute Grounds Workers will be paid \$2 less than Grounds Worker pay.

Longevity:

- Any employee who has between 5 and 9 years of seniority on September 1st shall receive an annual longevity stipend of .5%
- Any employee who has between 10 and 14 years of seniority on September 1st shall receive an annual longevity stipend of 1.5%.
- Any employee who has between 15 and 19 years of seniority on September 1st shall receive an annual longevity stipend of 2.0%.
- Any employee who has between 20 and 24 years of seniority on September 1st shall receive an annual longevity stipend of 2.5%.
- Any employee who has between 25 years or more of seniority on September 1st shall receive an annual longevity stipend of 3.0%.

Board Approved

APPENDIX B
Performance Appraisal
Renton School District Classified Staff

Employee: _____ Date: _____

Job Title: _____ Location: _____

Evaluation Period (date range): _____ Evaluator _____

Type of review: ☐ 90 Day ☐ Annual

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Communication Demonstrates ability to communicate and relate effectively with:				
❖ Students				
❖ Staff				
❖ Community				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Optional Self-Reflection received and reviewed: Yes No
For Paraeducators: Teacher input form received and reviewed: Yes No If Yes, attach form
Evaluator Statement of Overall Performance and Recommendations Ratings of Exceeds or Does Not Meet Expectations require comments with specific examples.
If temporary assignment, recommend for rehire? Yes No
Employee Comments

--

Goals for Next Review Period (Optional)

Evaluator Comments/Suggestions
Employee Comments/Suggestions

Employee Acknowledgement: I have read and had an opportunity to discuss this evaluation with my supervisor. My signature does not necessarily indicate agreement. I have received a copy of this evaluation.
Employee Signature
Date
Evaluator Acknowledgement: I have discussed this evaluation with the employee.
Evaluator Signature
Date

APPENDIX C

Employee Self-Reflection

Optional – Submit to Supervisor prior to annual evaluation

Employee: _____ Date: _____

Job Title: _____ Location: _____

Evaluation Period (date range): _____ Evaluator _____

Instructions: Employees have the option of providing self-reflection on their professional practice to their supervisor prior to the annual evaluation. The self-reflection can be on all or some of the Evaluation Criteria/Expectations. The Supervisor will consider input from the employee self-reflection when completing the annual evaluation. For your information, these are the ratings and definitions your supervisor will use for your annual Performance Appraisal.

Ratings and Definitions

Exceeds Expectations	Consistently and frequently exceeds expectations. Performance is above what is normally expected for the position.
Meets Expectations	Consistently meets the expectations of the position. Performance is as expected and sometimes beyond expectations. Day-to-day performance is consistent and the individual consistently works independently with an appropriate amount of supervision. Performance is appropriate for the level of experience.
Does Not Meet Expectations	Consistently fails to meet expectations for the position. Immediate and substantial improvement is necessary.

Criteria/Expectations – *You are encouraged to share examples of your work in these areas.*

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Knowledge, Skills & Abilities re: Job Description Executes job performance responsibilities as indicated in job description.				
Planning/Organization/Time Management Sets priorities and timelines to accomplish assigned duties and responsibilities. Utilizes resources efficiently and effectively.				
Dependability Promptly and reliably reports to duty, works their full shift, cares for property, and carries out instructions.				

Criteria	Exceeds Expectations	Meets Expectations	Does Not Meet Expectations	NA
Collaboration/Interpersonal Skills Builds constructive and effective relationships; demonstrates an understanding of the value of providing high quality service; demonstrates cooperation and teamwork.				
Communication Demonstrates ability to communicate and relate effectively with:				
❖ Students				
❖ Staff				
❖ Community				
Student Interactions Contributes to student environment by understanding routines and procedures while demonstrating professional behavior and demeanor.				
Critical Thinking/Problem Solving/Judgment Demonstrates ability to analyze situations, assess problems and make appropriate decisions.				
Initiative Strives for continual professional growth; demonstrates self-reliance and takes responsibility for work with minimal supervision.				
Quality of Work Produces accurate, thorough, professional work. Monitors process, progress, and results and adjusts as needed.				

Employee Comments

Goals for Next Review Period (Optional)

Trainings I would like to take next year (Optional)

Memorandum of Understanding
by and between
Renton School District
And
Service Employees International Union Local 925
Regarding Referral and Signing Bonuses

The District and the Union agree that for the 22-23 work year, the following will apply:

1. All SEIU-represented employees who refer a candidate for a "hard-to-fill" position who is hired and successfully completes the 90-day probationary period at any point in the 22-23 work year will receive a five-hundred dollar (\$500) bonus. Hard-to-fill positions at this time include:

- HSAs
- Classroom paraprofessionals
- Nutrition Services employees (non-supervisory)
- Custodians
- Bus Drivers
- Substitute paraprofessionals
- Substitute certificated staff
- Nurses
- Maintenance department employees (non-supervisory)

2. Custodians who are newly hired by the District and who successfully complete their 90-day probationary period during the 22-23 work year will receive a signing bonus of five-hundred dollars (\$500).

The terms of this of MOU will expire at the end of the 22-23 work year, except if otherwise agreed upon between the parties.

For the District 

Date 05/02/2022

For the Union 

Date

5/2/22

Health and Safety Memorandum of Understanding for the 2022-2023 School Year Between
Service Employees International Union Local 925 (SEIU)
And Renton School District (RSD)

The parties have agreed to the following as it relates to COVID paid leave for the 2022-2023 school year:

An employee who tests positive for COVID-19 will receive paid leave from the date of the beginning of their required isolation period through the end of their required isolation period, as determined by DOH/PHSKC guidance. No employee will be eligible to receive more than ten (10) days of COVID paid leave in the 2022-2023 work year. To be eligible, the employee must provide documentation of the positive COVID-19 test to Human Resources. The documentation must clearly indicate the date of the positive test(s) as well as the identification of the person testing positive. Examples of acceptable documentation include, but are not limited to:

- I. Documentation from a medical provider clearly stating the date of the positive test and the name of the employee who tested positive.
- II. A photo of the test that includes a note on the test indicating the date of the test and the name of the individual who was tested.

When remote work is available and feasible (subject to Board Procedure 5001P) and the employee is well enough to continue working, remote work will be made available in lieu of COVID paid leave as described above.

Extraordinary circumstances which require additional paid leave may be referred to the Assistant Superintendent of Human Resources for consideration.

This MoU shall expire at the end of the the 2022-2023 school year.

/s/ 

Gary Stallman, SEIU President

/s/ _____

Sheila Redick, Assistant Superintendent of HR